



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: February 12, 2020.

Craig A. Gargotta

**CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

IN RE:

**LEGENDARY FIELD
EXHIBITIONS, LLC, ET AL,

DEBTORS.**

CASE NO. 19-50900-CAG-7

CHAPTER 7

**COLTON SCHMIDT, INDIVIDUALLY
AND ON BEHALF OF OTHERS
SIMILARLY SITUATED; AND REGGIE
NORTHRUP, INDIVIDUALLY AND ON
BEHALF OF OTHERS SIMILARLY
SITUATED,**

PLAINTIFFS,

**AAF PLAYERS, LLC, THOMAS DUNDON,
CHARLES "CHARLIE" EBERSOL,
LEGENDARY FIELD EXHIBITIONS,
LLC, AAF PROPERTIES, LLC, EBERSOL
SPORTS MEDIA GROUP, INC. AND
DOES 1 THROUGH 200, INCLUSIVE**

DEFENDANTS.

ADV. PROC. NO. 19-05053

**ORDER ON DEFENDANT CHARLES EBERSOL'S MOTION TO DISMISS
PLAINTIFFS' FIRST AMENDED COMPLAINT**

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PLAINTIFFS' FIRST AMENDED COMPLAINT**

Before the Court is Defendant CHARLES "CHARLIE" EBERSOL'S ("Ebersol") Motion to Dismiss Plaintiffs COLTON SCHMIDT and REGGIE NORTHUP, individually and on behalf of others similarly situated (collectively, "Plaintiffs") First Amended Complaint (ECF No. 46) ("Ebersol's Motion"), which was heard concurrently with Defendant THOMAS DUNDON'S ("Dundon") Motion to Dismiss Plaintiffs' First Amended Complaint (ECF Nos. 38 and 39) ("Dundon's Motion").

The Court granted Dundon's Motion with prejudice and without leave to amend as to Count VIII (Inducing Breach of Contract). The Court also granted Dundon's Motion without prejudice and leave to amend within fourteen (14) calendar days from the date of the entry of the order on Dundon's Motion as to Counts III (Promissory Estoppel); VI (Fraud); and VII (Promissory Fraud).

Having considered the same, and for the reasons stated on the record on February 5, 2020, the Court hereby **ORDERS** that Ebersol's Motion is **GRANTED IN PART AND DENIED IN PART**. Ebersol's Motion is granted with prejudice and without leave to amend as to Count IV (Violation of Cal. Labor Code § 201, *et seq.*) and denied as to Counts III (Promissory Estoppel); VI (Fraud); and VII (Promissory Fraud). Ebersol must file an answer to Plaintiffs' Second Amended Complaint within fourteen (14) calendar days of Plaintiffs' filing of said Second Amended Complaint.

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Respectfully submitted on February 11, 2020

/s/ Jonathon Farahi

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